

**ANGOSTURA "THE TALES OF THE COCKTAIL® SWEEPSTAKES" FROM MIZKAN AMERICA
OFFICIAL RULES**

NO PURCHASE NECESSARY TO ENTER OR WIN. MAKING A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING. VOID WHERE PROHIBITED BY LAW.

1. PROMOTION PERIOD/OVERVIEW: “The Tales of the Cocktail Sweepstakes” from Mizkan America ("Sweepstakes") begins on August 21, 2023, at 12:00 a.m. (“CT”) and ends September 18, 2023, at 12:01 a.m. CT (“Promotion Period”). The Sweepstakes consists of two phases: the local seminar and the Tales of the Cocktail event. *An entrant must attend a Seminar in person in order to officially enter the Sweepstakes on-site.*

The Sweepstakes will be conducted at three (3) educational presentations (each, a “Seminar”) in three (3) cities during the Promotion Period: San Diego, CA; Chicago, IL; and Miami, FL. Each seminar will last for approximately one (1) hour or more and will be followed by a social hour (see Rule 4, below, for full details). An attendee must attend a seminar in person to fill out an official entry form on site for a chance to win the “Tales of the Cocktail” Sweepstakes.

The sponsor of this Sweepstakes is Mizkan America ("Sponsor"). By participating in the Sweepstakes, each Entrant (“Entrant” or “you”) unconditionally accepts and agrees to comply with and to be bound by these Official Rules and the decisions of Sponsor, which shall be final and binding in all respects. Sponsor is responsible for the collection, submission and processing of entries and the overall administration of the Sweepstakes.

2. ELIGIBILITY: Open to legal residents of the fifty (50) United States and the District of Columbia who are actively working in the bartending industry, were invited by Sponsor to attend one of its Seminars, and are the legal age of majority in the jurisdiction in which they reside, or 21 years of age, whichever is older. Officers, directors and employees of Sponsor, its corporate parents, subsidiaries, affiliates, distributors, retailers, sales representatives, advertising and promotion agencies (collectively, the "Promotion Entities"), and members of the immediate families (defined as including spouse, biological, adoptive and step-parents, grandparents, siblings, children and grandchildren, and each of their respective spouses, regardless of where they reside) or households (whether related or not) of any of the above are not eligible to participate in the Sweepstakes. Only persons who have attended a Seminar in person may officially enter for a chance to win, and only official entrants are eligible to win the Sweepstakes.

3. PRIZE: One (1) prize will be awarded, consisting of two (2) tickets (for one winner and one (1) guest up to \$650 per person or current rate for a weekly pass as posted by the event) to attend The Tales of the Cocktail 2024 event, a five (5) night hotel stay (up to \$325 per night for five nights) at a hotel determined by Sponsor in its sole discretion (one (1) room, double occupancy), two flight

vouchers (up to \$800 Economy ticket per person); and one (1) \$500 restaurant gift card. Approximate Retail Value (“ARV”) of the prize is \$5,025. Actual value may vary based on distance between departure city and destination. Winner will not receive difference between actual and ARV, if any.

The prize consists only of the items described above. All other costs and expenses that are not stated above as being included in the prize are the responsibility of the winner, including but not limited to ground transportation, transfer fees, baggage fees, other meals, incidentals, gratuities, airport fees, service charges and personal charges at hotels. The winner’s guest must be the legal age of majority in his/her jurisdiction of residence. Prize is not transferable, cannot be redeemed for cash and cannot be substituted by winner. Sponsor reserves the right in its sole and absolute discretion to substitute a prize (or portion thereof) of equal or greater value if the advertised prize (or portion thereof) becomes unavailable for any reason. Sponsor makes no representation, guarantee or warranty concerning any component of the prize, including but not limited to its merchantability or fitness for a particular purpose, Sponsor will not replace any lost or stolen prize items.

No more than one (1) prize will be awarded for any reason. If more than one (1) prize notification is issued, the one (1) intended prize will be awarded in a random drawing from among all recipients of such notifications. Sponsor is not responsible if any portion of the prize is delayed, postponed or cancelled for any reason, in which event that portion of prize is forfeited in its entirety and no substitution will be provided except in Sponsor’s sole discretion. In the event a dispute arises as to the identity of an entrant, the applicable entry will be declared made by the person named on the entry provided he/she complies with these Official Rules.

4. HOW TO ENTER: Every eligible attendee at a Seminar will have the opportunity to complete and submit a post-Seminar survey from Sponsor, which will automatically enter the attendee into the prize drawing described in Rule 5, below. Entrants must provide their email addresses and all other required information on the survey and/or by the Seminar operators. Each properly completed and submitted survey will be referred to herein as an “entry.” Incomplete or non-compliant entries will be disqualified and will not be included in the prize drawing. Limit one (1) entry per person for the entire Promotion Period.

Automated or robotic entries submitted will be disqualified. Any attempt by an entrant to obtain more than one (1) entry by using multiple email addresses, identities, registrations, logins or any other method will void all of that entrant's entries and that Entrant shall be disqualified. The awarding of the prize is subject to verification of the potential winner’s eligibility compliance with these Official Rules.

5. WINNER SELECTION: One (1) winner will be selected in a random drawing from among all eligible entries received during the Promotion Period at all Seminars combined. The drawing will be conducted by Sponsor or its designated representatives on or about Sept. 18. Odds of winning the prize will depend on the number of eligible entries received at all Seminars combined.

6. WINNER NOTIFICATION: The potential winner will be notified via email or other contact information supplied at the time of entry within approximately five (5) business days following the date of the drawing. Potential winner must acknowledge receipt of notification within forty-eight (48) hours of initial notification or the prize will be forfeited and an alternate winner will be selected in a random drawing from among all remaining entries. The potential winner will be required to sign and return an Affidavit of Eligibility, Release of Liability, and, where permissible, a Publicity Release (collectively the "Prize Claim Documents") within a time specified by Sponsor or the prize will be forfeited and an alternate winner will be selected in a random drawing from among all remaining entries. If necessary, this process will be repeated no more than three (3) times, after which the prize will not be awarded if it remains unclaimed. Sponsor shall not be responsible for any delay or failure of entrant to receive notification for any reason.

Any winner notification returned as undeliverable shall result in potential winner's forfeiture of the prize.

7. LIMITATION OF LIABILITY:

BY ENTERING THIS SWEEPSTAKES, ALL ENTRANTS AGREE TO FOREVER WAIVE, RELEASE, DISCHARGE, AND COVENANT NOT TO SUE THE PROMOTION ENTITIES OR THEIR RESPECTIVE SUCCESSORS, ASSIGNS OR INSURERS (COLLECTIVELY, THE "RELEASED PARTIES") FOR ANY AND ALL CLAIMS, DEBTS, LIABILITIES, DEMANDS, OBLIGATIONS, COSTS, FEES, EXPENSES, OR CAUSES OF ACTION OF EVERY NATURE, CHARACTER AND DESCRIPTION (COLLECTIVELY, "CLAIMS") INCLUDING, BUT NOT LIMITED TO CLAIMS ARISING OUT OF OR IN ANY WAY RELATED TO PARTICIPATION IN THIS SWEEPSTAKES OR THE ACCEPTANCE, POSSESSION, MISUSE OR USE OF THE PRIZE (IF APPLICABLE), INCLUDING, WITHOUT LIMITATION, CLAIMS RELATED TO PERSONAL INJURIES, DEATH, DAMAGE TO, LOSS OR DESTRUCTION OF, PROPERTY, OR TO ENTRANT'S RIGHTS OF PUBLICITY OR PRIVACY, OR THE ENTRANT'S CLAIM THAT HE OR SHE HAS SOMEHOW BEEN DEFAMED OR PORTRAYED IN A FALSE LIGHT.) IN ADDITION, EACH ENTRANT ACKNOWLEDGES AND AGREES THAT THE RELEASED PARTIES ARE NOT RESPONSIBLE FOR INCOMPLETE, LOST, LATE, DAMAGED, MISDIRECTED OR ILLEGIBLE ENTRIES, OR FOR FAILURE TO RECEIVE ENTRIES DUE TO ANY CAUSE, INCLUDING WITHOUT LIMITATION, HUMAN, TRANSMISSION, TECHNICAL OR OTHER ERRORS, PROBLEMS, FAILURES, OR MALFUNCTIONS OF ANY KIND.

8. DISPUTE RESOLUTION:

ALL PARTIES AGREE, TO THE FULLEST EXTENT PERMITTED BY GOVERNING LAW, TO RESOLVE ANY DISPUTES ARISING OUT OF THESE RULES OR ANY FACET OF THIS SWEEPSTAKES THROUGH BINDING MANDATORY ARBITRATION CONDUCTED UNDER COMMERCIAL RULES FOR ARBITRATION BY THE AMERICAN ARBITRATION ASSOCIATION. THE CHICAGO, ILLINOIS AREA SHALL BE THE SITE FOR ANY ARBITRATION PROCESS. THE AWARD RENDERED BY THE ARBITRATORS MAY BE ENTERED IN ANY COURT HAVING JURISDICTION THEREOF. ENTRANT SIGNIFIES THEIR AGREEMENT TO BINDING MANDATORY ARBITRATION BY ENTERING THIS SWEEPSTAKES. TO THE EXTENT ALLOWED BY APPLICABLE LAW, UNDER NO CIRCUMSTANCES WILL ENTRANT BE PERMITTED TO OBTAIN AWARDS FOR, AND ENTRANT HEREBY WAIVES ALL RIGHTS TO CLAIM, INDIRECT, PUNITIVE, INCIDENTAL AND CONSEQUENTIAL DAMAGES AND ANY OTHER DAMAGES, OTHER THAN FOR ACTUAL OUT-OF-POCKET EXPENSES, AND ANY AND ALL RIGHTS TO HAVE DAMAGES MULTIPLIED OR OTHERWISE INCREASED. **SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE MAY NOT APPLY TO YOU.**

9. WAIVER OF JURY TRIALS AND CLASS ACTIONS: TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW, YOU AND SPONSOR AGREE THAT IN ANY CIVIL LITIGATION THAT MAY BE FILED CONSISTENT WITH PARAGRAPH 8, BOTH PARTIES WAIVE THEIR RIGHT TO A JURY TRIAL, IF ANY. MOREOVER, BOTH PARTIES WAIVE ANY RIGHT TO BRING CLAIMS AS PART OF ANY CLASS ACTION OR PROCEEDING, AND ONE PARTY'S CLAIMS MAY NOT BE CONSOLIDATED OR JOINED BY ANY COURT, AND RELIEF AWARDED TO ONE PARTY MAY NOT BE APPLIED TO AFFECT OTHER LITIGANTS.

10. GOVERNING LAW:

This Sweepstakes is subject to all applicable federal, state and local laws and regulations.

All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules or the rights and obligations of the entrants, Sponsor or Released Parties in connection with this Sweepstakes shall be governed by and construed in accordance with the laws of the state of Illinois without giving effect to any choice of law or conflict of law rules or provisions that would cause the application of any other state's laws.

11. GENERAL PROVISIONS:

(A) Payment of all federal, state and/or local taxes are the sole responsibility of the prize winner. The winner will be issued an IRS Form 1099 for the value of the prize.

(B) Failure to comply with these Official Rules will result in forfeiture of the prize.

(C) The Sponsor reserves the right at its sole discretion to cancel, terminate, modify or suspend the Sweepstakes in whole or in part, if, for any reason, the Sweepstakes is not capable of running as planned for reasons which may include without limitation, infection by computer virus, tampering, unauthorized intervention, fraud, technical failures, or any other causes which may corrupt or affect the administration, security, fairness, integrity or proper conduct of this Sweepstakes. If the Sweepstakes is terminated prior to the stated end date/time of the Promotion Period, Sponsor reserves the right to award the prize in a random drawing from among all non-suspect, eligible entries received as of the date/time of termination.

(D) The invalidity or unenforceability of any provision of these Official Rules shall not affect the validity or enforceability of any other provision. In the event that any provision is determined to be invalid or otherwise unenforceable or illegal, these Official Rules shall otherwise remain in effect and shall be construed as if the invalid or illegal provision were not contained herein.

(E) In the event there is a discrepancy or inconsistency between disclosures or other statements contained in any Sweepstakes-related materials or notifications and these Official Rules, these Official Rules shall prevail, govern, and control.

(F) If any eventuality occurs that causes Winner or Travel Companion not to be able to take advantage of any of the prizes offered, Sponsor shall not be responsible therefore, and shall not offer a replacement, exchange, or the monetary value of any prize affected.

12. PRIVACY: Information collected from entrants is subject to Sponsor's Privacy Policy, available at the following URL:

<https://www.mizkan.com/privacy-policy/>

13. WINNER'S NAME/OFFICIAL RULES: To obtain an electronic copy of these Official Rules, please send your request to hwalding@sccadv.com by October 18, 2023. Requests for the winner's name will be honored up to one month following verification of the winner's eligibility and completion of paperwork for prize acceptance.

14. SPONSOR: Mizkan America, 1661 Feehanville Dr, Mt Prospect, IL 60056

Entrants should address to Sponsor any questions, comments or problems related to the Sweepstakes. Sponsor may be reached by email at hwalding@sccadv.com.